Delaware Emergency Management Agency

Community Shelter Engineering Study & Emergency Generator Survey

Request for Proposal

Contract No. 09-0130-04

September 8, 2008

-Deadline to Respond-2:00PM (EDT) October 16, 2008

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE: COMMUNITY SHELTER ENGINEERING STUDY & EMERGENCY GENERATOR SURVEY ISSUED BY THE DEPARTMENT OF SAFETY AND HOMELAND SECURITY DELAWARE EMERGENCY MANAGEMENT AGENCY Contract #09-0130-04

I. Overview

The State of Delaware Department of Safety and Homeland Security, Delaware Emergency Management Agency (DEMA) seeks a contractor to conduct an engineering study and emergency generator survey of fifty-eight (58) community shelters located throughout the State of Delaware. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice Date: September 8, 2008

Deadline for Receipt of Proposals Date: October 16, 2008

Estimated Notification of Award Date: **December 1, 2008**

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware, Delaware Emergency Management Agency reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Services

The scope of services will include an on-site evaluation of fifty-eight (58) shelters identified as "primary shelter locations" in each county and the City of Wilmington. These community shelters are listed in Attachment One (1) to this Request for Proposal. The successful contractor will consider the viability of each shelter for multi-hazard use and determine if the space will be suitable for all hazards and, if not, for which hazards the space would be suitable.

Contractor will identify and propose, for DEMA's approval, engineering criteria by which the facilities will be evaluated to ensure the safety and well being of Delaware's citizens during all-hazards emergencies. Contractor should consider evaluation criteria established by the Federal Emergency Management Agency (FEMA), the American Red Cross, and other generally accepted engineering criteria for building construction in hazard-prone areas.

Contractor will, at a minimum, address flooding, wind, and snow/ice load when evaluating facilities. For hurricanes, the contractor will evaluate and document suitability of use based on Category one (1), two (2), three (3), and four (4) hurricanes. The evaluation must assess and document facility vulnerabilities related to roof spans, large window areas, exterior lay-down, roll-over and fenestration hazards, grade separations, and other potential hazards.

Additionally, the Contractor will:

- Assess each facility for compliance with the Americans with Disabilities Act for access and areas to and movement within and about the areas being used as a shelter and document any deficiencies found. Specifically, the ADA study must:
 - Determine the ADA compliance of parking lot, and path of travel from the parking areas into the building to include proper signage and markings.
 - Assess the compliance of the path of travel from the entrance of the facility to the areas to be used as a shelter.
 - Assess the compliance of the path of travel from the shelter area to restroom and other amenity facilities.
 - Assess the compliance of restroom facilities in and around the areas identified to serve the sheltering population.
- Identify emergency generator requirements for each facility and complete an Army Corps of Engineers Prime Power Survey for each shelter (Attachment Two (2)). Specifically, the power study must:
 - Determine the generator size (in kilowatts) required to operate critical services to include heating/air conditioning systems, ventilation systems, life support systems, communication systems, kitchen facilities, and lighting.
 - Identify which existing branch circuits must be extended to an emergency power panel, and the need for switch gear and emergency generator plug-in and insulation.
 - Occument whether a generator is on site and, if so, relevant data such as how large it is, generator age, general condition, and the number of service hours, what type of fuel it requires, and which circuits are powered by the generator. If an existing generator is on site, the usage and exercise logs are to be obtained. Additionally, identify if the generator is protected (caged or enclosed) from flying debris and if it is in a basement or floodplain area.

- Prepare a list (including cost estimates) of proposed mitigation modifications or improvements for each facility.
- Submit a draft facility report, including all items listed under Deliverables, for review and approval by DEMA and the working group, prior to completion of additional reports.

Contractor will:

- 1. Use FEMA's 100-year floodplain data and hurricane inundation maps to determine whether shelter sites are prone to flooding or prone to isolation due to flooding.
- 2. Use annotated floor plans (to be provided by DEMA) and on-site visits¹, to the extent possible, to assess each facility.
- 3. Coordinate with DEMA, County and City of Wilmington Emergency Managers, the Department of Agriculture, the Department of Natural Resources and Environmental Control, and the School Districts to schedule on-site visits.

A. Deliverables

- 1. Executive Summary of Facility Evaluation
- 2. Detailed Facility Evaluation Report, including Engineering Study and Generator Survey
- 3. Army Corps of Engineers "Emergency Generator Critical Facility Site Survey" for each facility (Attachment 2)
- 4. American Red Cross "Shelter Facility Survey" for each facility (Attachment 3)
- 5. CDC "Environmental Health Assessment Form for Shelters" (Attachment 4)
- 6. Documentation of assessment criteria used to evaluate each facility
- 7. Summary Cost Estimate, by facility, of proposed mitigation/structural improvements
- 8. Matrix of Hazard Suitability for all facilities (listed by county) by all hazards
 - a. as they are at the time of evaluation
 - b. assuming all proposed mitigation improvements have been made

IMPORTANT – All deliverables must be received by DEMA no later than June 1, 2009.

Notes

¹ The assessment of Smyrna High School will be limited to a document review as the facility is undergoing a major renovation/construction project.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State of Delaware, Delaware Emergency Management Agency.

A. Minimum Requirements

- Delaware business license:
 Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
- 2. Professional liability insurance:
 Provide evidence of professional liability insurance in the amount of \$1,000,000.00.
- 3. Provide evidence that either a licensed professional engineer specializing in structural engineering is employed by the contractor and will be performing and/or reviewing, signing, and sealing structural related load analysis OR identify the licensed professional engineer specializing in structural engineering whose services shall be engaged to perform and/or review, sign, and seal structural related load analysis.

B. General Evaluation Requirements

- 1. Provide a detailed plan covering the approach your company intends to use to complete the project in the allotted timeframe to include milestones or phases.
- 2. Describe in detail your experience involving at least three (3) similar projects with similar scope/complexity and the outcome of those projects.
- 3. Describe the level of expertise your company has to conduct the project study to include any certifications, awards etc.
- 4. Describe your company's ability to complete the contract requirements within the timeframe stated in the scope of work to include resources that will be devoted to the project, their disciplines, credentials and years of experience.
- 5. Describe your company's experience with public works projects and knowledge of their requirements.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware, Department of Safety and Homeland Security, Delaware Emergency Management Agency website at http://dema.delaware.gov. Paper copies of this RFP will be available upon request by contacting David Hake at Dave.Hake@state.de.us.

2. Public Notice

Public notice has been provided in accordance with 29 Del. C. § 6981.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware, Delaware Emergency Management Agency. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

NAME: David Hake

DEPARTMENT: Delaware Emergency Management Agency ADDRESS: 165 Brick Store Landing Road, Smyrna, Delaware 19977 EMAIL ADDRESS: Dave.Hake@State.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware, DEMA may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware DEMA Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further

consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- **b)** Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- **c)** Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules

and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) original hard paper copy and seven (7) electronic copies on CD.

All properly sealed and marked proposals are to be sent to the State of Delaware, Department of Safety and Homeland Security and received no later than **2:00 PM (EDT) on October 16, 2008**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

a. **US Mail:** Department of Safety and Homeland Security Office of the Secretary, Attention: Fiscal Office P.O. Box 818 Dover, Delaware 19903

b. **Other Delivery:** Department of Safety and Homeland Security

Attention: S. Young

Delaware State Police Administrative Offices

1441 North DuPont Hwy Dover, Delaware 19901

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware, Delaware Emergency Management Agency will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder for ninety (90) days from the proposal opening date. The State of Delaware, Delaware Emergency Management Agency reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware, Department of Safety and Homeland Security, will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware, Delaware Emergency Management Agency.

9. Concise Proposals

The State of Delaware, Delaware Emergency Management Agency discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware, Delaware Emergency Management Agency that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware, Delaware Emergency Management Agency Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware, Delaware Emergency Management Agency is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**." The "**prime contractor**" must be the joint venture's contact point for the State of Delaware, Delaware Emergency Management Agency and be

responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor projects or systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, Delaware Emergency Management Agency, and approval of a request to subcontract shall not in any way relieve vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware, Delaware Emergency Management Agency caused by negligent performance or non-performance of work by its subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware, DEMA expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Subcontracting

The vendor selected shall be solely responsible for contractual performance and management of all sub-contract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used. Any subcontractor(s) must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Subcontracting vendors may participate in multiple joint venture proposals.

13. Subcontracting

The vendor selected shall be solely responsible for contractual performance and management of all sub-contract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any subcontractors must be approved by the State of Delaware, Delaware Emergency Management Agency.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware, Delaware Emergency Management Agency's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions must be submitted by **September 22**, **2008.** DEMA will consolidate into a single set of responses and post on the Delaware Emergency Management Agency's website at http://dema.delaware.gov by **September 29**, **2008.** Vendors' names will be removed from questions in the responses released.

Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

The State of Delaware, Delaware Emergency Management Agency reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the agency's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the agency may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

The State of Delaware, Delaware Emergency Management Agency reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The agency makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the agency. Vendor's participation in this process may result in the agency selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DEMA to execute a contract nor to continue negotiations. DEMA may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, the agency may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware, Department of Safety and Homeland Security prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware, Department of Safety and Homeland Security, Delaware Emergency Management Agency at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the Delaware Emergency Management Agency website at http://dema.delaware.gov. The agency is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or DEMA's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware, Delaware Emergency Management Agency. The agency has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the agency and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the agency will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware, Delaware Emergency Management Agency is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will

be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the agency, and remaining vendors will be notified in writing of their selection status.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware, Delaware Emergency Management Agency and other State Agencies will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The agency reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors must provide any and all information in a timely manner that the agency may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team will negotiate with the qualified firm designated 1st on the preference list. The Team shall make a recommendation regarding the award to the Department Secretary who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware, Delaware Emergency Management Agency.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any and all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6986. Such selection will be based on the following criteria:

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Overall detailed plan and project approach	100
Experience with projects of similar	75
scope/complexity	
Level of expertise/credentials of those	50
involved in project	
Demonstrated ability to complete the	50
project in the allotted timeframe and	
resources devoted to the project	
Public works contract experience and	25
knowledge of requirements	
Total	300

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the agency may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the agency will pay travel costs only for State of Delaware agency personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the agencies are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

- **a.** The term of the contract between the successful bidder and the State shall be for one (1) year.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware, Delaware Emergency Management Agency. The agency reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the agency. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, Delaware Emergency Management Agency, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

e. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

b. Non-Appropriation

In the event funds necessary to enter into or continue the contractual agreement, in whole or part become unavailable, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific funds are available.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware, Department of Safety and Homeland Security with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department. This form is also available on-line at http://revenue.delaware.gov

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Department of Safety and Homeland Security Office of the Secretary – Central Fiscal Office P.O. Box 818 Dover, Delaware 19903

e. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's and its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the Delaware Emergency Management Agency shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- (a) Procure the right for the State of Delaware to continue using the Product(s);
- (b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

- 1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- 3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc.	\$1,000,000/\$3,000,000
	Error & Omissions/Product Liability	

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage	\$ 25,000
	(to others)	

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

i. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

j. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k. Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the

contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

I. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its

discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

q. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the agency and the successful vendor shall constitute the contract between the agency and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, agency RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the agency and the vendor.

r. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) The laws of the State of Delaware;
- (2) The applicable portion of the Federal Civil Rights Act of 1964;
- (3) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (4) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) Those programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

s. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

t. Other General Conditions

- (1) Current Version "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) Current Manufacture Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- (3) Volumes and Quantities Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use** The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) Status Reporting The selected vendor may be required to lead and/or participate in status meetings and submit status reports and plans covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) Regulations All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

- (7) Changes No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) Additional Terms and Conditions The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

2. RFP Reference Library

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.

3. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words shall, will and/or must are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

4. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

Attachment 1

COMMUNITY SHELTERS

	SHELTER	ADDRESS
	City of Wilmington	
1	Chase Center on the Riverfront	800 South Madison Street, Suite A; Wilmington, DE 19801
2	Hicks-Anderson Center	501 North Madison Street; Wilmington, DE 19801
3	Howard High School	401 East 12 th Street; Wilmington, DE 19801
4	Salesianum School	1801 North Broom Street; Wilmington, DE 19802
5	Tower Hill School	2813 West 17 th Street; Wilmington, DE 19806
6	Wilmington PAL Center	3707 North Market Street; Wilmington, DE 19802
7	Delaware Humane Association	701 A Street; Wilmington, DE 19801
	New Castle County	
8	Mount Pleasant High School	5201 Washington Boulevard; Wilmington, DE 19809
9	William Penn High School	713 East Basin Road; New Castle, DE 19720
10	Concord High School	2501 Ebright Road; Wilmington, DE 19810
11	Brandywine High School	1400 Foulk Road; Wilmington, DE 19803
12	Middletown High School	120 Silver Lake Road; Middletown, DE 19709
13	Glasgow High School	1901 South College Avenue; Newark, DE 19702
14	Dickinson High School	1801 Milltown Road; Wilmington, DE 19808
15	Christ the Teacher Catholic School	2451 Frazer Road; Newark, DE 19702
16	Bob Carpenter Center	631 South College Avenue; Newark, DE 19716
17	Wallace Wallin Center	701 East Basin Road; New Castle, DE 19720
18	Wilmington University	320 DuPont Highway; New Castle, DE 19720
19	St. Georges Vo Tech High School	555 Hyatt's Corner Road; Middletown, DE 19709
20	Ogletown Baptist Church	316 Red Mill Road; Newark, DE 19713
21	St. Mark's United Methodist Church	1700 Limestone Road; Newport, DE 19804
22	Asbury United Methodist Church	300 Basin Road; New Castle, DE 19720
23	Carousel Park/Middle Run Nature Preserve	3700 Limestone Road; Wilmington, DE 19808
24	Delaware Park	777 Delaware Park Road; Wilmington, DE 19804
25	Delaware SPCA	455 Stanton-Christiana Road; Newark, DE 19713
26	Faithful Friends	12 Germay Drive; Wilmington, DE 19804
27	Tri-State Bird Rescue & Research	110 Possum Hollow Road; Newark, DE 19711
	Kent County	
28	Banneker Elementary School	449 North Street; Milford, DE 19963
29	Caesar Rodney High School	239 Old North Road; Camden, DE 19934
30	Central Middle School	211 Delaware Avenue; Dover, DE 19901
31	Delaware State University Gymnasium	1200 North DuPont Highway; Dover, DE 19901
32	Dover High School/Land for new HS	1 Pat Lynn Drive, Dover; DE 19904
33	Fred Fifer Middle School	109 East Camden-Wyoming Avenue; Camden, DE 19934

Attachment 1 - continued

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COMMUNITY SHELTERS

	SHELTER	ADDRESS
	Kent County - continued	
34	John Bassett Moore Middle School	22 South Main Street; Smyrna, DE 19977
35	Lake Forest High School	5407 Killen's Pond Road; Felton, DE 19943
36	Milford High School	1019 North Walnut Street; Milford, DE 19963
37	Milford Middle School	612 Lakeview Avenue; Milford, DE 19963
38	Modern Maturity Center	1121 Forrest Avenue; Dover, DE 19904
39	Neil F. Postlethwait Middle School	2841 South State Street; Camden-Wyoming, DE 19934
40	Smyrna High School	500 Duck Creek Parkway; Smyrna, DE 19977
41	Smyrna Middle School	700 Duck Creek Parkway; Smyrna, DE 19977
42	Wesley College Gymnasium	120 North State Street; Dover, DE 19901
43	William Henry Middle School	65 Carver Road; Dover, DE 19904
44	Delaware State Fair Grounds	901 William M. Chambers, Jr. Road; Harrington, DE 19952
45	Dover Downs	1131 North DuPont Highway; Dover, DE 19901
46	Kent County SPCA	32 Shelter Circle; Camden, DE 19934
	Sussex County	
47	Beacon Middle School	19483 John J. Williams Highway; Lewes, DE 19958
48	Cape Henlopen High School	1250 Kings Highway; Lewes, DE 19958
49	CHEER Community Center	20520 Sandhill Road; Georgetown, DE 19947
50	Georgetown Middle School	26026 Patriot's Way; Georgetown, DE 19947
51	Indian River High school	29772 Armory Road; Dagsboro, DE 19939
52	Milford Middle School	612 Lakeview Avenue; Milford, DE 19963
53	Phyllis Wheatley Middle School	48 Church Street; Bridgeville, DE 19933
54	Rehoboth Convention Center	229 Rehoboth Avenue; Rehoboth Beach, DE 19971
55	Sussex Central High School	301 West Market Street; Georgetown, DE 19947
56	Sussex Vo-Tech	17099 County Seat Highway; Georgetown, DE 19947
57	Woodbridge High School	307 Laws Street; Bridgeville, DE 19933

22918 DuPont Boulevard; Georgetown, DE 19947

Attachment 2

EMERGENCY GENERATOR CRITICAL FACILITY SITE SURVEY					
CRITICAL FACILITY PRIORITY:	LIFE SAVING LIF	FE SUSTAINING	INFR/	ASTRUC	CTURE
FACILITY USE / PURPOSE:					
NAME OF FACILITY:					
COUNTY:		SITE NU	JMBEF	R:	
MUNICIPALITY:					
PRIMARY POC:		PHONE:			
ADDRESS:					
CITY:		STATE:	FL	ZIP:	
LATITUDE:		LONGITUDE:			
FACILITY POC:		PHONE:			
NAME OF POWER COMPANY:		FACILITY PEAK LOAD:			
UTILITY CONNECTION ABOVE OR BELOW GROUND:		TOTAL AMP DRAW:			
TRANSFORMER TYPE:		MAX VOLTAGE:			
SERVICE DROP TYPE:	Overhead Underground	Transformer MOUNT TYPE:		ad ole	
GENERATOR PLACEMENT SITE OBSTRUCTIONS: (Gate, fence, plants etc.)		EMERGENCY GENERATOR CONNECTION POINT:			
GENERATOR KW RATING REQUIRED AT 75% LOAD:		SIDE OF FACILITY:			
DISTANCE FROM TRAILERED GENERATOR TO CONNECTION POINT:		METHOD OF CONNECTION TO FACILITY:			
LENGETH OF CABLE REQUIRED TO COMPLETE CONNECTION:		DOES FACILITY HAVE AN ATS OR MTS?	☐ AT	S 🗌	MTS NONE
ABILITY TO OFF-LOAD GENERATOR: TYPE EQUIPMENT:	☐ YES ☐NO	STAFF AVAILABLE TO MAINTAIN GENERATOR:			
ON-SITE REFUELING CAPABILITY:		DATE OF SURVEY		ВҮ	
COMMENTS:					

Attacimient 2-continued	SITE PLAN	

Attachment 3 SHELTER FACILITY SURVEY

Directions: Print legibly. This form is used to reinformation needed to make effections whenever it becomes necessary open a shelter. The form has fields to record information unique to many types of disasters, and smay not be applicable to your situst Complete all sections as thoroughly possible, indicating numbers, dimensions, etc. Record only usespace. If a room is 600 square feet, but furniture or fixtures occupying half that set that can't or won't be removed, the use space is 300 square feet. Data fields appropriate to your application may be blank or "N/A" may be inserted. All punumbers should include area codes. (GPS Information)	County: Town: Town: Town: Town: In Storm Surge/SLOSH Space sable at has space sable space sable so not e left Town: In Storm Surge/SLOSH In Flood Plain? In Storm Surge/SLOSH In Flood Plain?	Jperson t./person H area? ∐Yes ∐No			
,	Sileiter type. <u>Fillilary</u>				
Latitude:					
Longitude: Map locator information: ADA compliant?					
Site Name Database ID Street Address Town/City County State Zip Code D Mailing Address (If different) Phone () Fax (Directions to the facility from the chapt intersections, rivers, railroad crossings, etcurrecognizable after the disaster.	District Name) ter identified below. Use major c.). Do not use landmarks likely t	to be destroyed or			
Red Cross Chapter Chapter Code_ Street Address Town/City State Zip Code_ Contact Name and Title Phone Nun					
Daytime phone number After-hours/emergency phone number number number	ytime phone number er-hours/emergency phone mber merican Red Cross	Name Title Daytime phone number After-hours/emergency phone number 6564 (Rev. 01/02)			
To open facility call Alt	orm ernate contact to open cility, call				

LIMITATIONS ON FACILITY USE
☐This facility will be available for use at any time during the year.
☐This facility is only available for use during the following time periods.
Fromto
From to
☐This facility is not available for use during the following time periods:
Fromto
From to
FACILITY INFORMATION
Exterior information Number of parking spaces Handicapped spaces
Number of lots Type of surface
Thickness or load bearing capacity of surface (if known)
Athletic field(s) (Quantity and size [sq. ft.])
Fenced court(s) (Quantity and size [sq. ft.])
Is the facility securable (fenced
Facility construction Wood Frame Concrete Masonry (Brick) Metal
☐Prefabricated ☐Trailer ☐Bungalow ☐Pod
Other (describe)
Number of stories (floors) Approximate year of construction
Are there long or open roof spans? ☐ Yes ☐ No
If yes, where and what length?
(Note: This is for hurricane planning purposes. See ARC 4496 for current standards regarding long/open
roof spans.)
Are there windows in the sleeping area? ☐Yes ☐No
If yes, are they: Protected from shattering? (Earthquake) ☐Yes ☐No
Protected by storm shutters? (Hurricane) Tyes No
Does the facility have fire extinguishers? ☐ Yes ☐ No
Does the facility have fire sprinklers? ☐Yes ☐No
Does the facility have a fire alarm? ☐Yes ☐No
If yes choose one: ☐Manual (pull-down) ☐Automatic
If requested, who would inspect the facility post-impact to determine that the facility is safe to
occupy?
Name/Agency Phone Number()

UTILITIES

Electricity Emergency generat	or on site? ☐Yes ☐No
Capacity in kilowatts	Power for entire shelter? ☐Yes ☐No
If no, what will it operate?	_
Operating time, in hours, withou	ut refueling, at rated capacity
☐Auto start ☐Manual start	Fuel type
Utility company name	
Contact name	Emergency phone number ()
Generator fuel vendor	Emergency phone number()
Generator repair contact	Emergency phone number()
Heating □Electric □Natural g	as
Utility/vendor name	
Contact name	Emergency phone number()
Repair contact	Emergency phone number()
Cooling □Electric□ Natural g	as ∏Propane
Utility/vendor name	•
Contact name	Emergency phone number()
Repair contact	Emergency phone number()
Cooking □Electric □Natural	Gas □ Propane
Utility/Vendor name	
Contact name	Emergency phone number()
Repair contact	Emergency phone number()
Telephones Business phones	available to shelter staff?
☐Yes ☐No	available to shorter starr.
Number of phones	Locations
Utility/vendor name	<u> </u>
Contact name	Emergency phone number()
Repair contact	Emergency phone number()
Water Municipal Well(s)	☐Trapped water
If trapped: Potable (drinkable) s	storage capacity in gallons
Non-drinkable storage capacity	in gallons
Utility/vendor name	

Contact name	Emergency phone	number(
Repair contact	Emergency phone	number(
ACCESSIBILITY FOR PEOPLE	WITH DISABILITII	ES		
☐Curb cuts (minimum 35 inche	s wide) Accessib	le doorways (minimum 35 inches wid	e)
☐Ramps (minimum 35 inches	wide) □Automatic d	loors or appro	priate door handles	
Fixed				
Portable				
☐Level Landings				
Accessible and accommodating	restrooms			
☐Grab bars (33-36 inches wide	e) Sinks @	34 inches in	height	
☐Stall (38 inches wide)	☐Towel dispense	r @ 39 inches	s in height	
Showers				
☐Shower stall (minimum 36 inc	ches by 36 inches)	□Grab	bars (33-36 inches in h	eight)
☐Shower seat (17-19 inches h	gh)	Hand-held sp	ray unit with hose	
☐Fixed shower head (48 inche	s high)			
Accessible and accommodating	cafeterias			
☐Tables (28-34 inches high)				
☐Serving line [counter] (28-34	inches high)			
☐ Aisles (minimum 38 inches w	ide)			
Accessible telephones				
☐Maximum 48 inches high				
☐TDD available				
☐Earpiece (volume adjustable)	ı			
Note: No single deficiency in	the above list make	es a facility "	out of compliance" or	unfit for
consideration. There are man	y			
acceptable temporary mechan	nisms that can mak	ce a facility a	ccessible. For guidan	ce in this area
contact either your				
local Building and Safety Dep	artment, Assisted	Living Cente	r or a disability-related	d organization
Sanitation (List only those facil	ties that will be acce	essible to she	Iter residents and Red (Cross staff)
Number of toilets available Men	Women	_Unisex	People with disabilitie)S
Number of sinks available: Men	Women	_Unisex	People with disabilitie	S
Number of showers available: N	1enWomen	Unisex_	People with disab	lities
Are there any limitations on the availability of any of these facilities? ☐Yes ☐No				
If yes, describe limitations. (Only	y during specific time	e blocks, etc.)		

FOOD PREPARATION					
☐None on site ☐War	ming oven kitchen				
☐Full-service kitchen (If full-service meals, "per	meal" n	umber that can be produced)		
☐Facility uses central I	kitchen — meals are deli	vered			
Central kitchen contact	Phone Number(_)	-		
Equipment (Indicate qu	uantity and size [sq. ft.] a	s approp	oriate)		
Refrigerators	Walk-in refrigerators		Ice machines		
Freezers	Walk-in freezers		Braising pans		
Burners	Griddles		Warmers		
Ovens	Convection ovens	_	Microwave ovens		
Steamers	Steam kettles				
Sinks	Dishwashers				
FEEDING AREAS					
■None on site ■Sna	ck Bar (seating capacity)	Cafeteria (seating capacity)		
\square Other indoor seating	(describe, including size	and cap	acity estimate)		
Total estimated seating	capacity for eating	_			
Comments related to fe	eding				
LAUNDRY FACILITIES	5				
Number of clothes was	Number of clothes washers Number of clothes dryers				
Will the Red Cross have	e access to these machir	nes? 🗌 Y	∕es		
Special conditions or re	strictions				
HEALTH SERVICES					
Number of rooms available Number of beds or cots					
Total square footage of	available health care spa	ace			

ADDITIONAL INFORMATION Does the chapter have a current agreement for this site? ☐Yes ☐No Is this facility within five miles of an evacuation route? \(\subseteq Yes \) \(\subseteq No \) Is this facility within 10 miles of a nuclear power plant? Yes No Does this facility comply with ARC 4496 (Hurricane)? ☐Yes ☐No If no, and this facility is being evaluated for use as a hurricane evacuation shelter, are there any mitigation steps other actions that can be taken to make the facility safer for shelterees and comply with ARC 4496? Are there trees, towers or other potential hazards that can affect the safety of the facility or block access to it during or after a storm or other disaster? Yes No If yes, are there any mitigation measures that could reduce or eliminate those hazards? Groups associated with this facility ☐ Facility staff required when using facility? ☐ Yes ☐ No ☐ Paid feeding staff required when using facility? ☐ Yes ☐ No ☐ Church auxiliary required when using facility? ☐ Yes ☐ No ☐ Fire auxiliary required when using facility? ☐ Yes ☐ No ☐Other____Required ☐Yes ☐No ☐Other____Required ☐Yes ☐No Will any of the above groups be trained or experienced in shelter management? RECOMMENDATIONS/OTHER INFORMATION (Be specific) ···· Attach a sketch or copy of the facility floor plan ···· Survey completed/updated by Printed Name Signature Date completed Printed Name Signature Date completed Action taken Chapter will use as primary disaster shelter (non-hurricane). Chapter will propose inclusion in hurricane evacuation shelters to state. Chapter will use as a secondary shelter only. Chapter will not pursue use of this facility as a shelter.

State Logo

ENVIRONMENTAL HEALTH ASSESSMENT FORM FOR SHELTERS For Rapid Assessment of Shelter Conditions during Disasters



	apid As	sessr	ment of She	elter Conditions during Disasters	The same of the same
I. ASSESSING AGENCY DATA					70 NA 2008 N . 10 NA
¹ Agency /Organization Name				90 Immediate N	eeds Identified: Yes No
² Assessor Name/Title				·	
³ Phone		ail or Ot	her Contact		
II. FACILITY TYPE, NAME AND CENSUS DATA					
⁵ Shelter Type □ Community/Recovery □ Spe					∃ Unk/NA 7ARC Code
⁸ Date Shelter Opened/ (mm					essed: □ am □ pm
11Reason for Assessment ☐ Preoperational					
12Location Name and Description				501A	
¹³ Street Address		75500	S.W.Odol	WI DV WHILE AS VITAVO SS 20	
14City / County					
18 Facility Contact / Title				19Facility Type ☐ School ☐ Arena/Conventio	n center 🛘 Other
²⁰ Phone	²¹ Fax _		-1	²² E-mail or Other Contact	
²³ Current Census ²⁴ Estimated	d Capacity ₋		26/\	lumber of Residents ²⁶ Number	er of Staff / Volunteers
III. FACILITY				VIII. SOLID WASTE GENERATED	
²⁷ Structural damage	□Yes	□No	□ Unk/NA	⁶⁶ Adequate number of collection receptacles	□Yes □No □Unk/NA
²⁸ Security / law enforcement available	□ Yes	□No	□ Unk/NA	⁶⁷ Appropriate separation	□Yes □No □Unk/NA
²⁹ Water system operational	□Yes	□No	□ Unk/NA	⁶⁸ Appropriate disposal	□Yes □No □Unk/NA
³⁰ Hot water available	□Yes	□No	□ Unk/NA	⁶⁹ Appropriate storage	□Yes □No □Unk/NA
³¹ HVAC system operational	□Yes	□No	□ Unk/NA	⁷⁰ Timely removal	□Yes □No □Unk/NA
³² Adequate ventilation	□Yes	□No	□ Unk/NA	⁷¹ Types □ Solid □ Haza	ardous 🗆 Medical 🗆 Unk/NA
³³ Adequate space per person	□Yes	□No	□ Unk/NA	IX. CHILDCARE AREA	
³⁴ Free of injury /occupational hazards	□Yes	□No	□ Unk/NA	⁷² Clean diaper-changing facilities	□Yes □No □Unk/NA
³⁵ Free of pest / vector issues	□Yes	□No	□ Unk/NA	⁷⁸ Hand-washing facilities available	□Yes □No □Unk/NA
³⁶ Acceptable level of cleanliness	□Yes	□No	□ Unk/NA	⁷⁴ Adequate toy hygiene	□ Yes □ No □ Unk/NA
³⁷ Electrical grid system operational	□Yes	□No	□ Unk/NA	⁷⁶ Safe toys	□Yes □No □Unk/NA
³⁸ Generator in use, ³⁹ If yes, Type	□Yes	□No	□ Unk/NA	⁷⁶ Clean food/bottle preparation area	□Yes □No □Unk/NA
⁴⁰ Indoor temperature °F			□ Unk/NA	⁷⁷ Adequate child/caregiver ratio	□Yes □No □Unk/NA
IV. FOOD				78 Acceptable level of cleanliness	□Yes □No □Unk/NA
⁴¹ Preparation on site	□Yes	□No	□ Unk/NA	X. SLEEPING AREA	
⁴² Served on site	□Yes		□ Unk/NA	79Adequate number of cots/beds/mats	□Yes □No □Unk/NA
⁴³ Safe food source	□Yes	□No	□ Unk/NA	80 Adequate supply of bedding	□Yes □No □Unk/NA
44Adequate supply	□Yes		□ Unk/NA	81Bedding changed regularly	□Yes □No □Unk/NA
⁴⁵ Appropriate storage	□Yes	□No	□ Unk/NA	82 Adequate spacing	□ Yes □ No □ Unk/NA
⁴⁶ Appropriate temperatures	□Yes		□ Unk/NA	83 Acceptable level of cleanliness	□Yes □No □Unk/NA
⁴⁷ Hand-washing facilities available	□Yes		□ Unk/NA	XI. COMPANION ANIMALS	
48 Safe food handling	□Yes		□ Unk/NA	84Companion animals present	□Yes □No □Unk/NA
⁴⁹ Dishwashing facilities available	□Yes		□ Unk/NA	85 Animal care available	□Yes □No □Unk/NA
50 Clean kitchen area			□ Unk/NA	86 Designated animal area	□Yes □No □Unk/NA
V. DRINKING WATER AND ICE				87 Acceptable level of cleanliness	□Yes □No □Unk/NA
⁵¹ Adequate water supply	□ Yes	□ No	□ Unk/NA	XII. OTHER CONSIDERATIONS	2.77
⁵² Adequate ice supply				88 Handicap accessibility	□Yes □No □Unk/NA
53Safe water source			□ Unk/NA	89 Designated smoking areas	□Yes □No □Unk/NA
⁵⁴ Safe ice source			□ Unk/NA	XIII. COMMENTS (List Critical Needs on Im.	SOSCOLOGICA PROSESSION SALESSIONE SELECTIONS
VI. HEALTH / MEDICAL	П 100	L 140	T OHNIA (This Comment of East Connear Meeds on this	mediate modes emely
⁵⁵ Reported outbreaks, unusual illness / injuries	□Yes	□No	□ Unk/NA		
⁵⁶ Medical care services on site	□ Yes		□ Unk/NA		
⁵⁷ Counseling services available			□ Unk/NA		
VII. SANITATION	. ц 100	L 140	T OUNTAL		
58 Adequate laundry services	□Yes	ПМо	□ Unk/NA		
⁵⁹ Adequate number of toilets	□ Yes		□ Unk/NA	·	
60 Adequate number of showers				L-	
⁶¹ Adequate number of hand-washing stations	□Yes				
62Hand-washing supplies available	□Yes		□ Unk/NA	1	
63 Toilet supplies available	□ Yes		□ Unk/NA		
64 Acceptable level of cleanliness			□ Unk/NA		
				·	
66 Sewage system type ☐ Community ☐ O	nsile u P	nrable	LI UTIK/NA		

XIV. IMMEDIATE NEEDS SHEET						
ltem#	Description					
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